

member includes a pair of spaced apart engagement members each adapted to engage one of the medial and lateral sides of the cleat; and

wherein each of the medial and lateral sides of the cleat tapers along a length of the cleat from a wider toe-end portion of the cleat to a narrower heel-end portion of the cleat, and wherein the pair of spaced apart engagement members is spaced apart by a distance that is greater than the narrower heel-end portion of the cleat and smaller than the wider toe-end portion of the cleat.

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78. (Amended) The method of claim [73] 74, wherein the snowboard binding further includes a third moveable engagement member to engage the snowboard boot and an actuator, coupled to the third engagement member, to move the third engagement member to a release position wherein the third engagement member does not engage the boot, and wherein the method further comprises, prior to performing the step (A), a step of actuating the actuator to move the third moveable engagement member to the release position to enable the snowboard boot to be stepped out of engagement with the snowboard binding.

#### REMARKS

In response to the Office Action of July 27, 2000, Applicants respectfully request reconsideration. To further the prosecution of this application, amendments have been made in the claims, and the claims as presented are believed to be in allowable condition.

Initially, Applicants note that claims 24, 33-43, 47, 49 and 50 have been allowed.

In ¶3 of the Office Action, the drawings are objected to under 37 C.F.R. §1.83(a) as purportedly not showing every feature of the invention recited in the claims. Specifically, the Office Action indicates that the third engagement member that may be operated by an actuator as recited in claim 78 is not shown in the drawings. A third engagement member and its associated actuator are shown, for example, in Figs. 3-23 of the specification. Therefore, it is respectfully requested that the objection to the drawings be withdrawn. In addition, claim 78 has been amended to depend from claim 74, as the original dependency from claim 73 resulted from a typographical error.

In ¶4 of the Office Action, claims 28 and 29 are objected to as being identical. Claim 29 has been canceled. In addition, claim 78 was objected to as having a preamble that did not match the preamble of the claim from which it depends. As mentioned above, claim 78 has been amended to depend from claim 74, which should overcome the objection.

#### Rejections Under §112, ¶1

In ¶6 of the Office Action, claims 1-23, 25-32, 51-72 and 74-78 are rejected under 35 U.S.C. §112, ¶1 as purportedly containing subject matter not supported in the specification. This rejection is respectfully traversed, as Applicants respectfully assert that the claims as pending prior to this amendment were fully supported in the specification. Nevertheless, Applicants have made some clarifying amendments to the claims to address the Examiner's concerns, as expressed both in the rejections under §112, ¶1 (see ¶6 of the Office Action) and the rejections under §112, ¶2 (see ¶7 of the Office Action).

Claim 1 has been amended to remove the reference to the first engagement member being adapted to mate with the second engagement member to "releasably" engage the boot to the binding, and has further been amended to recite the snowboard binding as being a "non-releasable" snowboard binding. The term "non-releasable binding" is well known in the art, and refers to a binding that prevents release of the boot from the binding during riding, even when the rider falls. The vast majority of snowboard bindings on the market are non-releasable, which is to be distinguished from conventional ski bindings, which are releasable bindings that are designed to release when the skier falls during skiing.

The standard for determining whether a claim is supported under §112, ¶1 is not whether the language of the claim can be found word-for-word in the specification, but rather, is whether the specification would reasonably convey to one of ordinary skill in the art that Applicants were in possession of the invention claimed. Here, the description of the embodiment of Figs. 24-31 provided in the specification at page 36, line 26 - page 39, line 20 would be readily understood by any person of ordinary skill in the art as describing a non-releasable snowboard binding wherein engagement between the first

and second engagement members at the forward end of the boot and binding prevents release of the toe area of the boot from the binding during riding. The toe hook and active locking mechanism of Figs. 24-31 is one wherein the toe engagement mechanism can be stepped into simply by stepping the toe portion of the boot straight down into the engagement mechanism on the binding. (page 36, lines 27-30). Once the mechanism is engaged, "no amount of lifting force generated on the toe end of the boot will result in disengagement." (page 37, line 2). In fact, rather than resulting in a release, the specification makes clear that "a lifting force generated on the toe hook 405 actually acts to seat the biased loops 417 deeper into the hook portions 419, rather than acting to cause a release of the locking mechanism." (page 38, lines 8-9). The toe engagement mechanism is designed so that it can be disengaged only as a result of the sole of the boot being lifted from the heel end and rolled forward. (page 37, lines 3-5; page 38, line 31). Since the toe engagement mechanism can be used with a rear latching mechanism that locks the heel end of the boot into the binding while riding, it is not possible for the boot sole to achieve the necessary angle to permit release, so that the engagement between the boot and binding at the toe end is a non-releasable engagement that prevents release during riding. (page 39, lines 6-14). Conversely, when the rider desires to step out of the binding (i.e., when not riding), the rear mechanism of the binding can be released to enable the heel of the boot to roll forward to then cause a release of the toe engagement mechanism.

While claim 1 is not limited to the specific embodiment shown in Figs. 24-31 and described in the specification, it does read on this embodiment, and is fully supported by the description thereof in the specification. While not required to provide literal word-for-word support for the claim, the language in the specification clearly would convey to one of ordinary skill in the art that the binding disclosed therein is a non-releasable binding that prevents release of the toe area from the boot during riding. (see e.g., page 37, line 2 "no amount of lifting force generated on the toe end of the book will result in disengagement.").

The Office Action further indicates that the portion of the specification at page 38, lines 24-28 and page 37, lines 2-4 is inconsistent with reciting the engagement members as preventing release of the toe area of the boot from the binding during riding.



Applicants respectfully disagree. The sections of the specification cited by the Examiner related to the manner in which the toe engagement system is disengaged, not while riding, but after the heel end of the boot has been released from the binding and is rolled forward. Obviously, every binding mechanism must have an ability to disengage the boot from the binding. That is not inconsistent with a non-releasable binding that prevents "release of the toe area of the boot from the binding during riding" as recited in claim 1.

In view of the foregoing, it is respectfully asserted that claim 1 is fully supported by the specification as required by 35 U.S.C. §112, ¶1, such that the rejection of claim 1, as well as claims 2-23 and 18-32 that depend therefrom, under §112, ¶1 should be withdrawn.

In ¶6 of the Office Action, it is further asserted that the references in claims 51 (lines 13-14); 53 (lines 1-2); 54 (lines 8-9); and 74 (lines 3-4) to the prevention of release are not supported by the specification. For the reasons stated above in connection with claim 1, these rejections are respectfully traversed. Therefore, it is respectfully requested that the rejection of claims 51-72 and 74-78 under 35 U.S.C. §112, ¶1 be withdrawn.

Finally, claim 78 also was rejected under §112, ¶1, as the Examiner alleges that the specification does not support the subject matter of claim 73 in combination with the limitations recited in claims 78. As mentioned above, claim 78 has been amended to correct the typographical error included therein, such that it now depends from method claim 74. Furthermore, Applicants would also like to make clear for the record that while the typographical error therein rendered claim 78 confusing as originally filed, the subject matter recited was fully supported by the original specification. In this respect, the specification describes a snowboard binding that includes the type of engagement system recited in claim 73 in combination with an additional movable engagement member associated with an actuator. For example, the specification discloses a binding that can include the heel mechanism of Figs. 20-23 in combination with the forward locking mechanism of Figs. 24-31. Thus, claim 78 is fully supported by the specification.

Rejections Under §112, ¶2

In ¶7 of the Office Action, claims 1-23, 25-32, 45, 46, 48 and 51-78 were rejected under 35 U.S.C. §112, ¶2 as purportedly being indefinite.

Claims 1, 51, 54 and 74 have been rejected based upon purportedly contradictory language reciting the binding system as preventing release, and the system elements as releasably engaging one another. While Applicants believe that these claims were sufficiently definite as filed, claims 1, 51 and 54 have been amended to remove the reference to one engagement element “releasably” engaging another to address the Examiner’s concern. However, claim 74 has not been amended, as there is no reference included therein of one engagement member “releasably” engaging the other.

To the extent that the rejection under §112, ¶2 was based upon an assertion that reference to the engaging members preventing release of the toe area when riding is inconsistent with recitations of the active member automatically moving to release the engagement member, Applicants respectfully disagree. As discussed above in connection with the rejection of claim 1 under §112, ¶1, there is nothing inconsistent about a non-releasable binding that prevents release during riding, but that is capable of disengaging when not riding to enable the rider to step out of the binding.

Claims 45, 46 and 48 were rejected as purportedly being unclear with respect to whether the claims are directed to a snowboard boot alone, or to a combination of a snowboard boot and a binding. Applicants respectfully disagree, and believe that the claims as originally filed were clearly directed solely to a snowboard boot. Nevertheless, to address the Examiner’s concern, claims 45, 46 and 48 have been amended to be directed to a snowboard boot in combination with a binding.

Claims 51-53 were rejected under §112, ¶2, with the Examiner asserting that the scope of claim 51 is unclear, as the preamble of the claim is directed to a snowboard boot, but the relationships recited between two engagement members, one on the boot and the other on the binding, suggest a combination. While Applicants do not agree, claim 51 has been amended to address the Examiner’s concern, and as amended, recites the second engagement member as being mounted to the boot. Thus, it is respectfully requested that the rejection of claims 51-53 under §112, ¶2 be withdrawn.

The Examiner further rejects claims 55, 64, 65, 68 and 73 under §112, ¶2, asserting that the substance of the claims do not comport with the preambles. Again, while Applicants do not agree with the Examiner's position, each of these claims has been amended to address the Examiner's concerns. Therefore, it is respectfully requested that the rejection of each of these claims under 35 U.S.C. §112, ¶2 be withdrawn.

#### Withdrawn Double Patenting Rejections

In ¶8, the Examiner indicates that the double patenting rejections have been withdrawn in view of Applicants' comments that "the claims of this application and the co-pending applications are directed to patentably distinct inventions." Applicants would like to clarify for the record that the representation made in the previous response related only to the independent claims in the series of co-pending applications.

#### Rejections Under 35 U.S.C. §102 Over Bader

In ¶10 of the Office Action, claims 1-5, 7-12, 15, 27, 30-32, 51-58, 64, 68 and 74-76 are rejected under 35 U.S.C. §102(b) as purportedly being anticipated by Bader. This rejection is respectfully traversed.

As discussed in Applicants' previous amendment, Bader is directed to a "safety binding" that releases in the event of a fall during riding. (see e.g., the title and page 3, lines 17-20). Each of Applicants' independent claims clearly distinguishes over Bader. For example, claim 1 is directed to a system that includes a "non-releasable" snowboard binding, wherein "the first engagement member engages the second engagement member to prevent release of the toe area of the boot from the binding during riding."

In the Response to Arguments section at page 6 of the Office Action, the Examiner asserts that Applicants' comments regarding Bader are not persuasive, as Bader discloses a system wherein the boot is not released from the binding "unless a substantially high threshold force is achieved", with the Examiner further pointing out that the frictional engagement taught by Bader "does not release except under the effect of a large force."

Significantly, the Examiner has not refuted Applicants' position that Bader is directed to a safety binding that is designed to release in response to the type of forces

encountered during gliding (e.g., when the user falls). Thus, Applicants respectfully assert that the Examiner's assertion about how large the force must be to cause a release in the Bader system is misplaced. In short, claim 1 is clearly directed to a system that is recognized by those skilled in the art to be non-releasable, and to withstand the types of forces expected to be encountered when riding (including when the rider falls) without releasing, whereas the Bader system is designed specifically to release in response to the types of forces expected to be encountered during gliding. Thus, it is respectfully asserted that Bader simply does not teach or suggest a system as recited in claim 1, which includes a non-releasable binding with engagement members that prevent release of the toe area of the boot from the binding during riding. Therefore, it is respectfully asserted that claim 1 patentably distinguishes over Bader, and that the rejection of claim 1 under §102 as being anticipated by Bader should be withdrawn. Claims 2-23, 25-28 and 30-32 depend from claim 1 and are patentable for at least the same reasons.

Independent claim 51 is directed to a snowboard boot having an active engagement member that engages with a compatible engagement member on the binding to prevent release during gliding. As discussed above in connection with claim 1, Bader teaches a safety binding that is designed to release during gliding. Therefore, claim 51 patentably distinguishes over Bader, and the rejection of claim 51 under 35 U.S.C. §102 as being anticipated by Bader should be withdrawn. Claims 52-53 depend from claim 51 and are patentable for at least the same reasons.

Independent claim 54 has been amended to recite a "non-releasable" snowboard binding that includes a second engagement member that engages a first engagement member on the boot to prevent release of the boot from the binding during riding. Thus, claim 54 patentably distinguishes over Bader, and the rejection of claim 54 as being anticipated by Bader should be withdrawn. Claims 55-72 depend from claim 54 and are patentable for at least the same reasons.

Independent claim 74 is directed to a method of interfacing a first engagement member on a snowboard boot with a second engagement member on a binding, with the second engagement member being engageable with the first engagement member to prevent release of the snowboard boot from the binding during riding, and includes a step of stepping the snowboard boot out of the binding without operating a lever on the boot

or binding. Bader does not teach or suggest such a method, as Bader teaches a safety binding that is designed to release the boot during riding. Therefore, it is respectfully asserted that claim 74 patentably distinguishes over Bader, such that the rejection of claim 74 as being anticipated by Bader should be withdrawn. Claims 75-78 depend from claim 74 and are patentable for at least the same reasons.

### CONCLUSION

In view of the foregoing amendments and remarks, this application should now be in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes for any reason that the application is not in condition for allowance, he is respectfully requested to contact the undersigned at the number listed below to discuss any outstanding issues relating to the allowability of the application.

Respectfully submitted,

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